

# Sales Terms and Conditions

Lumbermen Associates Inc.-Bristol PA (Lumbermen)

1. **COMPLETE TERMS.** Sales by Lumbermen are governed by these terms and conditions, unless the parties have entered into a mutually executed written agreement stating applicable terms and conditions. This is an offer conditioned on Buyer's acceptance of all, and only, these terms. This is the final and complete expression of all terms and conditions of the agreement. Any representations, promises, warranties, or statements that are not contained here are void. These terms and conditions can be modified, waived, or amended only by writing signed by both Buyer and Lumbermen. **TERMS OF PAYMENT.** Payment is due according to the terms set forth on the invoice, unless the parties agree to other terms. If Buyer fails to pay any sum owed hereunder when due, interest shall accrue to Lumbermen's credit on such sum at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. If Lumbermen Associates, in its sole discretion, finds it necessary to employ an attorney and/or collection agency to collect any past due sum owed hereunder, it may collect, in addition to any other sum owed hereunder, a reasonable attorney's fee and/or collection agency fee.
2. **FINANCIAL RESPONSIBILITY.** Any credit terms offered by Lumbermen are available only for so long as Buyer complies with all of its obligations under these terms and conditions, including, without limitation, the provisions requiring timely payment of invoices within stated terms. If credit terms are no longer available, Buyer shall pay in advance for all purchases. Nothing in this paragraph is intended to affect the obligation of Buyer to accept and pay for the goods.
3. **NO DEDUCTION.** Buyer shall not be entitled to deduct from the price invoiced to it by Lumbermen the amount of any claim asserted by Buyer against Lumbermen, unless such claim shall have been allowed, in writing, by Lumbermen. The provisions of the preceding sentence are of the essence of this sale.
4. **LIMITED WARRANTY.** NO WARRANTIES ARE EXTENDED, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND LUMBERMEN'S SOLE RESPONSIBILITY THEREUNDER IS AS STATED. LUMBERMEN SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE PRICE FOR THE GOODS INVOLVED, UNDER THE FOREGOING WARRANTY OR ANY OTHER PART OF THIS AGREEMENT. LUMBERMEN'S EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY THAT A PRODUCT WILL NOT SUPPORT MOLD.
5. **REMEDIES.** Buyer's remedies shall be limited to replacement by Lumbermen of the goods involved or, at Lumbermen's option, return by Lumbermen to Buyer of the purchase price of the goods involved in such breach. Under no circumstances shall Lumbermen be liable to Buyer or any other person for any incidental, consequential, or indirect damages which are suffered by Buyer or any other person whether arising in tort, contract, or otherwise. ANY LEGAL ACTION AGAINST LUMBERMEN FOR BREACH OF THESE TERMS OF SALE, INCLUDING ANY WARRANTIES, MUST BE INSTITUTED WITHIN ONE YEAR AFTER DELIVERY OF GOODS.

6. **TITLE AND RISK.** Lumbermen's warrants it has and will convey good and marketable title to the goods. Irrespective of any provisions concerning freight or price, title and risk of loss or damage shall pass to Buyer upon delivery of such goods to any carrier at Lumbermen's plant or other shipping point.
7. **LOADING.** Customer or their hired hauler is responsible for the safe loading of materials, including loading material within the weigh capacity of the delivery vehicle. While Lumbermen's assumes no duty to determine the weight & load parameters of a customers' vehicle, we do retain the right to refuse to load materials onto a truck that appears to be not of a legal weight. Lumbermen's scale (Bristol PA location) is available for all customers to weigh their own vehicle: however, Lumbermen's is not responsible for: (1) the weight & load of a customers' vehicle nor (2) compliance by a customer with weight & load laws & government regulations which may apply to their vehicle.
8. **DEFAULT.** Buyer will be in default if (a) Buyer fails to pay to Lumbermen any amount when due under this agreement, (b) Buyer becomes insolvent or bankrupt, or a petition therefor is filed voluntarily or involuntarily and not dismissed within 30 days from filing, or (c) Buyer makes a general assignment for the benefit of its creditors, or a receiver is appointed, or a substantial part of Buyer's assets are attached or seized under legal process and not released within 30 days thereafter.  
Upon Buyer's default, Lumbermen may, at its option, without prejudice to any of its other rights and remedies, and without demand for payments past due, (a) make shipments subject to receipt of cash in advance, (b) terminate this agreement and declare immediately due and payable the obligations of Buyer for products previously shipped, notwithstanding any other provision in these terms and conditions, (c) demand reclamation, and/or (d) suspend any further deliveries until the default is corrected, without releasing Buyer from its obligations under this agreement. In any event, Buyer shall remain liable for all loss and damage sustained by Lumbermen because of Buyer's default, including, but not limited to, collection fees, reasonable attorneys' fees, and interest at the lower of 1.5% per month or the highest amount allowed by applicable law.
9. **TAXES.** All sales, excise, or other forms of taxes levied against this transaction shall be paid by Buyer over and above all other sums Buyer may be or may become obligated to pay hereunder.
10. **PRODUCT PROTECTION.** To avoid mold growth, building materials must be protected from moisture exposure according to industry customs during transit, storage, and use, including without limitation, transit to, storage at, and use on a jobsite. Untreated green wood products will support mold growth.
11. **GOVERNING LAW.** Any transaction subject to these terms and conditions shall be governed by the laws of State of Pennsylvania.

Updated 6/30/16